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Onemata Corporation

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

ONEMATA CORPORATION, a Colorado
corporation

Plaintiff,

Complaint

vs.

ASHFAQ RAHMAN, an individual; SABIRA
AREFIN, an individual; MASKGENE LLC, a
Nevada limited liability company; ASHFAQ
RAHMAN, SABIRA AREFIN, and RAN
CHAE, Trustees of the BRIGHT STARS IR-
REVOCABLE TRUST; BRIGHT STARS IR-
REVOCABLE TRUST; PEACENHEAVEN
LLC, a Nevada limited liability company;
ASHFAQ RAHMAN, SABIRA AREFIN, and
RAN CHAE, Trustees of the PARADISE
VALLEY IRREVOCABLE TRUST; PARA-
DISE VALLEY IRREVOCABLE TRUST;
ASHFAQ RAHMAN and SABIRA AREFIN,
Trustees of THE RAHMAN/AREFIN LIV-
ING TRUST; THE RAHMAN/AREFIN
LIVING TRUST; HOMELIEN INVEST-
MENT LLC (NEVIS), a Nevis limited liability
company; BASHABARI LLC, a Nevada lim-
ited liability company; SABIRA AREFIN and
RAN CHAE, Trustees of the SUNSHINE IR-
REVOCABLE TRUST; SUNSHINE IRREV-
OCABLE TRUST; LAKEMONT PROP-
ERTY LLC, a Nevada limited liability com-
pany; HOMELIEN INVESTMENT, LTD, a
Canadian corporation;

Defendants.

Plaintiff Onemata Corporation alleges as follows:

Parties

1. Onemata is a Colorado corporation with its principal place of business in Denver, Colorado.

2. Onemata is informed and believes Defendant Ashfaq Rahman is an individual resident of Florida.

3. Onemata is informed and believes Defendant Sabira Arefin is an individual resident of Florida.

4. Onemata is informed and believes that MaskGene LLC is a Nevada limited liability company, Arefin is its sole manager, and Arefin and Rahman were its members.

5. Onemata is informed and believes that Ran Chae is an individual resident of Nevada.

6. Onemata is informed and believes that the Bright Stars Irrevocable Trust is a purported Nevada spendthrift trust, and Rahman, Arefin, and Chae are its purported trustees.

7. Onemata is informed and believes that Peaceneaven LLC is a Nevada limited liability company, Arefin is its sole manager, and Arefin and Rahman were its members.

8. Onemata is informed and believes that the Paradise Valley Irrevocable Trust is a purported Nevada spendthrift trust, and Rahman, Arefin, and Chae are its purported trustees.

9. Onemata is informed and believes that The Rahman/Arefin Living Trust is a Florida trust, and Rahman and Arefin are its trustees.

10. Onemata is informed and believes that HomeLien Investment LLC is a limited liability company formed under the laws of Nevis, West Indies.

11. Onemata is informed and believes that BashaBari LLC is a Nevada limited liability company, Arefin is its sole manager, and Arefin and Rahman were its members.

12. Onemata is informed and believes that the Sunshine Irrevocable Trust is a purported Nevada spendthrift trust, and Rahman, Arefin, and Chae are its purported trustees.

13. Onemata is informed and believes that Lakemont Property LLC is a Nevada limited liability company, Arefin is its sole manager, and Arefin and Rahman were its members.

14. Onemata is informed and believes that HomeLien Investment Ltd. is a Canadian corporation, and Arefin is its sole director.

Jurisdiction

15. This Court has jurisdiction over this matter under 28 U.S.C. § 1332(a) because there exists complete diversity of citizenship between Onemata and the defendants, and the amount in controversy exceeds \$75,000.

The Florida Action

16. On October 2, 2020, Onemata sued Rahman and Arefin in the United States District Court for the Southern District of Florida (Case No. 0:20-CV-62002-WPD) for claims arising out of Rahman and Arefin’s sale of their business, LocalBlox, Inc., to Onemata’s predecessor, Ensicon Acquisition, LLC (the Florida Action).

17. The court in the Florida Action initially set trial for March 14, 2022, but at the Calendar Call on March 11, 2022, the court continued the trial date.

18. The trial in the Florida Action commenced on August 29, 2022, and concluded on September 13, 2022.

19. The jury in the Florida Action found for Onemata and against Arefin and Rahman. The jury found a breach of contract by Defendants Rahman and Arefin based on their fraudulent conduct in selling the business.

20. On September 14, 2022, the court in the Florida Action entered a final judgment for Onemata against Rahman and Arefin, jointly and severally, for \$5 million plus post-judgment interest at the legal rate for breach of contract. The court also entered judgment for Onemata against Rahman for \$2 million plus post-judgment interest for tortious interference with contract. After offsets for the redemption of their Onemata stock, Rahman and Arefin are jointly and severally liable for \$4,330,645.56, and Rahman is liable for \$6,330,645.56.

10333 East Buckskin Trail, Scottsdale, Arizona

23. On November 16, 2020—after Onemata filed the Florida Action—Arefin formed MaskGene and serves as its manager. Onemata is informed and believes that Arefin and Rahman were MaskGene’s members.

25. On February 25, 2022—18 days before the original trial date in the Florida Action—Arefin transferred the membership interests in MaskGene to the Bright Stars Irrevocable Trust, a purported Nevada spendthrift trust. Bright Stars paid no consideration for its acquisition of MaskGene’s membership interests.

27. Onemata is informed and believes that Arefin, Rahman, and Ran Chae are Bright Stars' purported trustees.

1 28. Chae works for the Law Office of John Park, in Las Vegas, Nevada, which special-
2 izes in Nevada asset protection trusts to protect assets from creditors. The Park law firm set up
3 the Nevada limited liability companies and the Nevada trusts.

4 29. After the transfer, Rahman and Arefin retained possession or control over the
5 Buckskin Property.

6 30. Rahman and Arefin concealed these transfers by refusing to produce documents
7 regarding real estate transfers in response to Onemata's requests for production of documents.

8 31. On October 3, 2022—19 days after the court entered the judgment in the Florida
9 Action—HomeLien Investment LLC was formed in Nevis Island, West Indies (Hunkins, Water-
10 front Plaza, Suite 556, Main Street, Charlestown, Nevis, West Indies). This is the same address
11 as Trident Trust, an offshore company specializing in setting up limited liability companies and
12 trusts to protect assets from creditors.

13 32. On October 25, 2022, MaskGene allegedly obtained an equity line of credit se-
14 cured by the Buckskin Property from HomeLien Investment LLC. Rahman and Arefin concealed
15 this loan by failing to produce any records of the loan in response to Onemata's requests for pro-
16 duction of documents.

17 **3761 East San Mateo Way, Chandler, Arizona**

18 33. On March 16, 2020, Rahman and Arefin purchased real property at 3761 East San
19 Mateo Way, Chandler, Arizona 85249 (the San Mateo Property).

20 34. On November 3, 2021—after Onemata filed the Florida Action—Arefin formed
21 Peaceneaven LLC and serves as its manager. Onemata is informed and believes that Arefin and
22 Rahman were Peaceneaven's members. The Non-Commercial Registered Agent for Peacen-
23 heaven is the Law Offices of John Park in Las Vegas, Nevada.

24 35. On February 4, 2022, about one month before the original trial date in the Florida
25 Action, Rahman and Arefin transferred the San Mateo Property to Peaceneaven. Peaceneaven
26 paid no consideration for the transfer of the San Mateo Property.

1 36. On February 25, 2022, a few weeks before the original trial date in the Florida ac-
2 tion, Arefin and Rahman transferred their membership interests in Peacenheaven to the Paradise
3 Valley Irrevocable Trust, a purported Nevada spendthrift trust. Paradise Valley paid no consider-
4 ation to acquire Peacenheaven's membership interests.

5 37. Onemata is informed and believes that Arefin and Rahman are Paradise Valley's
6 grantors.

7 38. Onemata is informed and believes that Arefin, Rahman, and Chae serve as Para-
8 dise Valley's purported trustees.

9 39. After the transfer, Rahman and Arefin retained possession or control over the San
10 Mateo Property.

11 40. Rahman and Arefin concealed these transfers by refusing to produce documents
12 regarding real estate transfers in response to Onemata's requests for production of documents.

13 41. On October 25, 2022, Peacenheaven allegedly obtained an equity line of credit se-
14 cured by the San Mateo Property from HomeLien Investment LLC. Rahman and Arefin con-
15 cealed this loan by failing to produce any records of the loan in response to Onemata's requests
16 for production of documents.

17 **10870 Haydn Drive, Boca Raton, Florida**

18 42. On December 23, 2019, Rahman and Arefin transferred real property at 10870
19 Haydn Drive, Boca Raton, Florida 33498 (the Haydn Property) to The Rahman/Arefin Living
20 Trust.

21 43. Rahman and Arefin are both the grantors and trustees of the Rahman/Arefin Liv-
22 ing Trust.

23 44. The Rahman/Arefin Living Trust paid no consideration for its acquisition of the
24 Haydn Property.

25 45. Rahman and Arefin retained possession or control of the Haydn Property after the
26 transfer.

1 46. Rahman and Arefin concealed this transfer by refusing to produce documents re-
2 garding real estate transfers in response to Onemata's requests for production of documents.

3 **6403 Parc Corniche Drive, Unit 4313, Orlando, Florida**

4 47. On May 14, 2021—after Onemata filed the Florida Action—Arefin purchased real
5 property at 6403 Parc Corniche Drive, Unit 4313, Orlando, Florida 32821 (the Parc Corniche
6 Property).

7 48. On October 18, 2022, Arefin allegedly obtained an equity line of credit secured by
8 the Parc Corniche Property from HomeLien Investment LLC. Rahman and Arefin concealed this
9 loan by failing to produce any records of the loan in response to Onemata's requests for produc-
10 tion of documents.

11 **5721 122nd Place Southeast, Unit 201, Bellevue, Washington**

12 49. On July 20, 2015, Rahman and Arefin purchased real property at 5721 122nd Place
13 Southeast, Unit 201, Bellevue, Washington 98806 (the 122nd Place Property).

14 50. On October 1, 2021—after Onemata filed the Florida Action—Arefin formed Ba-
15 shaBari LLC, a Nevada limited liability company. Arefin serves as BashaBari's manager. One-
16 mata is informed and believes that Arefin and Rahman were BashaBari's members.

17 51. On October 28, 2021, Rahman quitclaimed his interest in the 122nd Place Prop-
18 erty to Arefin. Onemata is informed and believes that Arefin paid no consideration for the trans-
19 fer of the 122nd Place Property.

20 52. On the same day, Arefin quitclaimed the 122nd Place Property to BashaBari. Ba-
21 shaBari paid no consideration for the transfer of the 122nd Place Property.

22 53. On February 25, 2022—just weeks before the original trial date in the Florida Ac-
23 tion—Arefin transferred the membership interests of BashaBari to the Sunshine Irrevocable
24 Trust, a purported Nevada spendthrift trust.

25 54. Onemata is informed and believes that Arefin and Rahman are the Sunshine
26 Trust's purported grantors.

1 55. Onemata is informed and believes that Chen, Rahman, and Arefin serve as the
2 Sunshine Trust's purported trustees.

3 56. After the transfer, Rahman and Arefin retained possession or control over the
4 122nd Place Property.

5 57. Rahman and Arefin concealed these transfers by refusing to produce documents
6 regarding real estate transfers in response to Onemata's requests for production of documents.

7 58. On October 18, 2022, BashaBari allegedly obtained an equity line of credit secured
8 by the 122nd Place Property from HomeLien Investment LLC and issued a deed of trust to
9 HomeLien Investment LLC. Rahman and Arefin concealed this equity line of credit by failing to
10 produce any records of the loan in response to Onemata's requests for production of documents.

11 **5684 173rd Avenue Southeast, Bellevue, Washington**

12 59. On November 9, 2007, Rahman and Arefin purchased real property at 5684 173rd
13 Avenue Southeast, Bellevue, Washington 98006 (the 173rd Avenue Property).

14 60. On December 14, 2021—after Onemata filed the Florida Action—Mr. Park
15 formed Lakemont Property, LLC, a Nevada limited liability company, for Arefin and Rahman.
16 Arefin serves as Lakemont's manager. Onemata is informed and believes that Arefin and Rahman
17 were Lakemont's members.

18 61. On March 11, 2022, three days before the original trial date in the Florida Action,
19 Rahman and Arefin quitclaimed the 173rd Avenue Property to Lakemont. Lakemont paid no con-
20 sideration for the transfer.

21 62. On March 15, 2022, Rahman and Arefin transferred their membership interests in
22 Lakemont to Bright Stars. Bright Stars paid no consideration in exchange for acquiring Lake-
23 mont's membership interests.

24 63. After the transfer, Rahman and Arefin retained possession or control over the
25 173rd Avenue Property.

26 64. Rahman and Arefin concealed this transfer by refusing to produce documents re-
27 garding real estate transfers in response to Onemata's requests for production of documents.
28

65. On October 25, 2022, Lakemont allegedly executed a promissory note for a loan secured by the 173rd Avenue Property from HomeLien Investment LLC and issued a deed of trust to HomeLien Investment LLC. Rahman and Arefin concealed this loan by failing to produce any records of the loan in response to Onemata's requests for production of documents.

875 Bella Vista Lane, Burlington, Washington

66. Rahman and Arefin own real property at 875 Bella Vista Lane, Burlington, Washington 98233 (the Bella Vista Property).

67. On October 18, 2022, Rahman and Arefin allegedly executed a promissory note for a loan secured by the Bella Vista Property from HomeLien Investment LLC and issued a deed of trust to HomeLien Investment LLC. Rahman and Arefin concealed this loan by failing to produce any records of the loan in response to Onemata's requests for production of documents.

230 Southwest Clark Street, Unit C302, Issaquah, Washington

68. On April 26, 2021, Rahman and Arefin purchased real property at 230 Southwest Clark Street, Unit C302, Issaquah, Washington 98027 (the Clark Property).

69. On October 27, 2021—after Onemata filed the Florida Action—Rahman quitclaimed his interest in the Clark Property to Arefin. Onemata is informed and believes that Arefin paid no consideration for the transfer.

70. On the same day, Arefin quitclaimed the Clark Property to BashaBari. Onemata is informed and believes that BashaBari paid no consideration for the transfer.

71. On February 25, 2022—about two weeks before the original trial date in the Florida Action—Arefin transferred the membership interests in BashaBari to the Sunshine Trust. The Sunshine Trust paid no consideration to acquire BashaBari's membership interests.

72. Rahman and Arefin retained possession or control over the Clark Property.

73. Rahman and Arefin concealed these transfers by refusing to produce documents regarding real estate transfers in response to Onemata's requests for production of documents.

74. On October 31, 2022, BashaBari allegedly obtained an equity line of credit secured by the Clark Property from HomeLien Investment LLC and issued a deed of trust to HomeLien

Investment LLC. Rahman and Arefin concealed this loan by failing to produce any records of the loan in response to Onemata's requests for production of documents.

Highline Loop, Cle Elum, Washington

75. On March 11, 2022—just days before the Florida Action's trial date—Rahman and Arefin quitclaimed undeveloped real property at Highline Loop, Cle Elum, Washington 98922 (the Highline Loop Property) to the Sunshine Trust.

76. Onemata is informed and believes that the Sunshine Trust paid no consideration for the transfer.

77. Rahman and Arefin retained possession or control over the Highline Loop Property.

78. Rahman and Arefin concealed this transfer by refusing to produce documents regarding real estate transfers in response to Onemata's requests for production of documents.

79. On May 4, 2023, the Sunshine Trust, through Arefin as the trustee, allegedly obtained an equity line of credit secured by the Highline Loop Property from HomeLien Investment LLC and issued a deed of trust to HomeLien Investment LLC.

Mortgages, Promissory Notes, and Equity Lines of Credit held for loans allegedly made by HomeLien Investment, LLC and HomeLien Investment, Ltd.

80. On October 3, 2022, 19 days after the court issued the final judgment in the Florida Action, HomeLien Investment LLC was formed in Nevis Island, West Indies (Hunkins Waterfront Plaza, Suite 556, Main Street, Charlestown, Nevis, West Indies). This is the same address as Trident Trust, an offshore company specializing in setting up limited liability companies and trusts to protect assets from creditors.

81. On October 25, 2022, Arefin filed Articles of Incorporation and Initial Registered Office Address/First Board of Directors for HomeLien Investment Ltd. in Canada. The Initial Registered Office Address/First Board of Directors states that Arefin is HomeLien Investment Ltd.'s sole director. It also claims Arefin is a Canadian resident, which contradicts her testimony that she is a Florida resident.

82. Onemata is informed and believes that Rahman and Arefin formed HomeLien Investment, LLC and HomeLien Investment, Ltd., to create fraudulent mortgages to prevent Onemata from executing its judgment against their real property or properties held by the trusts.

83. Onemata seeks to avoid any mortgages or loans made by HomeLien Investment, LLC and HomeLien Investment, Ltd. to Rahman, Arefin, the limited liability companies owned or formerly owned by Rahman or Arefin, or any trust in which Rahman or Arefin are the grantors or trustees.

The Purported Spendthrift Trusts

84. Onemata is informed and believes Bright Star, Paradise Valley, and the Sunshine Trust are purported spendthrift trusts formed under NRS Ch. 166.

85. But to constitute a spendthrift trust under Nevada law, the trust must be for the benefit of (a) a person other than the grantors; (b) the grantors “if the writing is irrevocable, does not require that any part of the income or principal of the trust be distributed to the settlor, and was not intended to hinder, delay or defraud known creditors; or” (c) the grantors and another person so long as it satisfies the requirements of (b). NRS § 166.040(1).

86. Onemata is informed and believes Rahman and Arefin are the Bright Star, Paradise Valley, and Sunshine Trust grantors.

87. Onemata is informed and believes that Rahman and Arefin created the Bright Star, Paradise Valley, and Sunshine Trusts for their benefit.

88. Onemata is informed and believes that the Bright Star, Paradise Valley, and Sunshine Trusts name Chae as a trustee. However, Chae has no records of the trusts, no copies of the trusts, and none of the trusts’ tax records. Further, Chae has not participated in the administration of the trusts or prepared tax filings for the trust. Chae does not know the trusts’ assets, bank accounts, or if they made any distributions. Finally, Chae has had no contact with Rahman or Arefin (by telephone or email) other than when she initially accepted her role as trustee.

89. Rahman and Arefin created the Bright Star, Paradise Valley, and Sunshine Trusts to hinder, delay, or defraud Onemata, a known creditor.

**First Cause of Action
(Fraudulent Transfers)**

90. Onemata incorporates by reference each of the allegations above.

91. Onemata has a claim against Rahman and Arefin, which claim the Southern District of Florida reduced to judgment.

92. Onemata is a creditor of Rahman and Arefin.

93. Rahman and Arefin are debtors of Onemata as they are liable for Onemata's claim.

94. Defendants made the transfers or purportedly incurred the above mortgage obligations intending to hinder, delay, or defraud Onemata.

95. MaskGene, Bright Stars, Peaceneaven, Paradise Valley, The Rahman/Arefin Living Trust, BashaBari, the Sunshine Trust, Lakemont Property, HomeLien Investment LLC, and HomeLien Investment Ltd. are insiders of Rahman and Arefin because Rahman and Arefin manage or are in control of each property and defendant.

96. Rahman and Arefin retained possession or control of the properties after the transfers.

97. Rahman and Arefin concealed the transfers.

98. Onemata sued Rahman and Arefin before they made the transfers or purportedly incurred the obligations.

99. Defendants did not give reasonably equivalent value in exchange for the transfer of the assets or to incur the obligations.

**Second Cause of Action
(Declaratory Relief)**

100. Onemata incorporates by reference each allegation above.

101. Onemata is entitled to a declaration that the Bright Star, Paradise Valley, and Sunshine Trusts are not valid spendthrift trusts under Nevada law because Rahman and Arefin created them to hinder, delay, or defraud Onemata, a known creditor.

Wherefore, Onemata prays for judgment as follows:

1 A. For the avoidance of each of the transfers and obligations to the extent necessary
2 to satisfy Onemata's judgment;

3 B. For an injunction against further disposition by the Defendants of the assets trans-
4 ferred or any other property;

5 C. For a declaration that the Bright Star, Paradise Valley, and Sunshine Trusts are
6 not valid spendthrift trusts under Nevada law;

7 E. For interest, costs, and attorneys' fees; and

8 E. For such other and further relief as the Court may deem just and proper.

9 Dated this 19th day of May 2023.

10 David J. Merrill, P.C.

11
12 By: /s/ David J. Merrill
13 David J. Merrill
14 Nevada Bar No. 6060
15 10161 Park Run Drive, Suite 150
16 Las Vegas, Nevada 89145
17 (702) 566-1935
18 Attorney for Plaintiff Onemata Corporation
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Verification

I, Jeff Dupont, declare:

I am the President and Chief Executive Officer of Onemata Corporation, the plaintiff in the above-entitled action. I have read the foregoing complaint and know the contents thereof. The same is true of my own knowledge, except as to those matters which are therein stated on information and belief, and, as to those matters, I believe it to be true.

I declare under penalty of perjury that the foregoing is correct.

Executed on May 19, 2023, at Jefferson County, Colorado.

Onemata Corporation

By: /s/ Jeff Dupont

Jeff Dupont

Its: President and Chief Executive Officer